

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT between _____, having an address at _____, hereinafter referred to as "RECIPIENT", and the University of Notre Dame, having an address at the University of Notre Dame IDEA Center, 1400 Angela Boulevard, South Bend, Indiana 46617, hereinafter referred to as "UNIVERSITY", shall govern the conditions of disclosure by UNIVERSITY to RECIPIENT of all information (INFORMATION) deemed confidential by the University of Notre Dame.

With regard to INFORMATION, RECIPIENT hereby agrees:

- (1) except as provided in (3) below, not to use such information for any commercial purpose, but instead to use such information only for purposes of evaluating its interest in the said INFORMATION; and
- (2) except as provided in (3) below, not to disclose INFORMATION to others (except to its employees who reasonably require same for the purposes hereof and who are bound to it by like obligation as to confidentiality) without the express written permission of UNIVERSITY.
- (3) RECIPIENT shall not be prevented from using or disclosing information:
 - (a) which RECIPIENT can demonstrate by written records was previously known to it;
 - (b) which is now, or becomes in the future, public knowledge other than through acts or omissions of RECIPIENT;
 - (c) which is independently developed by the RECIPIENT by those not having access to the INFORMATION and which can be proven through verifiable written records; or
 - (d) which is lawfully obtained by RECIPIENT from sources independent of UNIVERSITY.
 - (e) which is required to be disclosed by law or court order, providing however that RECIPIENT shall make reasonable efforts to limit such disclosure to the minimum amount necessary to comply with such order and that RECIPIENT shall notify UNIVERSITY, to the extent allowed by law, in an expedient manner to allow UNIVERSITY to object to such disclosure.

It is further agreed that the furnishing of INFORMATION to RECIPIENT shall not constitute any grant or license to RECIPIENT under any patent rights now or hereinafter held by UNIVERSITY or otherwise.

This Agreement will expire two (2) years from the date of RECIPIENT's signature below. RECIPIENT's obligations with respect to confidentiality and non-use shall continue for a period of five (5) years from the date RECIPIENT receives INFORMATION from the UNIVERSITY under this Agreement.

RECIPIENT warrants by his/her signature that he/she has the authority to bind the listed organization to this contract.

RECIPIENT

UNIVERSITY OF NOTRE DAME

By: _____
(Signature)

By: _____

Name:

Name: James E. Thompson

Title:

Title: Associate Vice President for Innovation

Date:

Date: